

Supplementary Agreements and/or Memoranda of Understanding, the contents of which have not been incorporated into this Collective Bargaining Agreement, shall be continued in effect and, if modified, as so modified shall be incorporated into and made a part of this Collective Bargaining Agreement.

SECTION 3. It is agreed that for purposes of construction of this Agreement, wherever the masculine gender is used, it shall include the feminine gender.

SECTION 4. COST OF LIVING ADJUSTMENT. The cost of living adjustment due on July 1, 2006 under the Agreement is hereby waived.

Based on the percentage increase between April 1, 2008 and April 1, 2009 of the Consumer Price Index — United States City Average for Urban Wage Earners and Clerical Workers or its agreed upon successor — published by the Bureau of Labor Statistics of the U.S. Department of Labor (1982-1984=100), effective July 1, 2009, a cost of living adjustment equal to the percentage increases above shall be added to the base wage and Overtime and Penalty Rates specified in Article II, Section 21, Subsections (a) and (b).

Increases shall be paid on the basis of each full percent increase with any unpaid fraction carried over to the next period or periods and used in computing the percentage increase for such later period or periods.

Further cost of living adjustments shall be granted under the same formula at yearly intervals, based on the Consumer Price Index increases, if any, between April 1, 2009 and April 1, 2010, to be effective July 1, 2010.

It is understood and agreed that neither of the foregoing adjustments shall be effective unless and to the extent that increases in the Consumer Price Index for the particular year in question exceeds six percent (6%). If the CPI for the particular year in question exceeds six percent (6%), the adjustment shall be the full percent differential between the CPI for that year and six percent (6%). This differential shall be paid in addition to the specific contractual wage increase, if any.

SECTION 5. GOVERNMENT BIDS. The Union and the Contracted Employers, upon seven (7) days notice, shall meet to discuss the need to revise or amend the provisions of the Agreement, including all cost items in any case in which such provisions and/or costs could adversely affect the potential employment of the Unlicensed Personnel, aboard vessels owned or chartered by the Federal Government, and sought to be operated by the Contracted Employer(s).

SECTION 6. WORK RULES. The Parties will establish work rules, including rest periods in compliance with international standards requiring rest periods prior to going on watch.

ARTICLE VII

DURATION OF AGREEMENT

The provisions of this Agreement shall become effective June 16, 2006 and shall be binding upon the parties through June 30, 2011 and shall be considered as renewed from year to year thereafter unless no less than sixty (60) days prior to the expiration of this Agreement either party gives written notice to the other party of its desire to terminate or to negotiate with respect to the terms and conditions of this Agreement.

ARTICLE VIII

STEWARD DEPARTMENT WORKING RULES

In order to insure continued harmony and efficiency in the Steward Department, this outline of duties is submitted as a guide for the Steward and his Department. It is not intended to conflict with or supersede our agreement, nor is it intended in any way to limit the Chief Steward's authority.

When any of the following ratings are carried, their duties shall be as specified below.

Duties of Steward:

Eight (8) hours between the hours of 6:30 a.m. and 6:30 p.m. The Steward shall have the full authority of making any changes and adjustment of this work, according to the circumstances or conditions that may arise, and the Union demands that each member cooperate in carrying out his assignment as a condition of our Contract. It shall be left up to the Steward's good judgment, who will bear in mind that the results are always the determining factor, in better service, maintenance and greater economy. He shall coordinate the work of his Department in the different classes so that none of his men will be taxed unfairly or beyond their capacity. He shall have free access to all parts of the vessel, where the function of his Department is necessary. When settling differences, he should make every effort to settle them satisfactorily for all concerned. His employees are entitled to private interviews when brought to task. This will improve the harmonious relationship now existing aboard ships. The regular duties of the Steward shall be to supervise all work of the Steward Department, including the supervision of preparing and serving all meals; he is responsible for the receiving and issuance of all stores, inspection of work, preparing requisitions, taking inventory of stock, authorizing, checking and recording overtime, conforming with them individually, issuance of linen and soaps to the Unlicensed Personnel and officers on the days designated with the help of the Steward Utility. He shall see to it that the SIU feeding system and list of instructions, as set forth by Union Headquarters and its representatives, shall be followed and he will be held accountable for its application aboard ship.

When ordering replacements for entry ratings, the Steward shall specify a definite entry rating. The dispatcher should be instructed to call the job as specified for the particular entry rating involved.

The Chief Steward shall set up a schedule for members of the Department to keep the Steward Department quarters clean.

Upon two (2) hours notice, members of the Steward Department shall be required to assist the Steward in taking voyage stores. The Steward will designate the number of men necessary for storing.

He shall prepare all menus and control all keys. He shall see that all quarters under his jurisdiction are cleaned properly, that meals are served on time, authorize the cleaning of all refrigerated storage boxes. He may assist when there is a shortage of help in his Department. He may also do any work he may deem necessary for the efficient operation of his Department.

Duties of the Chief Cook:

Eight (8) hours between the hours of 6:30 a.m. and 6:30 p.m.

The Chief Cook is in charge of the galley. He shall do the butchering, cook roasts, soups, gravies and sauces; direct the preparation and serving of all food, including night lunches, assist the Chief Steward in preparation of the menus when required. He shall work under the supervision of the Chief Steward and shall receive stores when necessary and assist in the proper storage of same. As directed by the Steward, he shall assist in taking inventory of galley stores and galley equipment; also report to the Steward any repairs and replacing of all equipment. He shall render all fats; he shall be responsible for the general cleanliness of the galley and its equipment. He shall keep the meat box in an orderly condition.

Duties of the Cook and Baker:

Eight (8) hours in all ports and at sea, as the Steward may direct, between the hours of 6:00 a.m. and 6:00 p.m.

He shall work under the direction of the Chief Cook. He shall do the necessary cooking, baking, breads, pies, cakes, puddings, pastries, hot cakes and all flour work, cook cereals, stewed fruits, assist with cooking and serving meals and, when required, he shall at 6:00 a.m. start the preparation of all meats left out by the Chief Cook except when the Cook and Baker is on day work. He shall be responsible for cooking and serving breakfast. He shall slice, prepare and serve all breakfast meats and assist in the preparation and

serving of all meals while on day work. He shall assist in the general cleaning and upkeep of the galley and equipment.

Duties of the Second Cook:

7:00 a.m. to 1:00 p.m. - 4:00 p.m. to 6:00 p.m.

The Second Cook shall work under the direction of the Chief Cook and the Cook and Baker. He shall cook all vegetables and assist in preparing for the cooking and serving of all meals, prepare all cooked salads, and shall assist the Night Cook and Baker with breakfast to order. He shall prepare all night lunches. He shall assist in the general cleaning and upkeep of the galley and equipment, sort and cull perishable fruits and vegetables, with the Galleyman, as required.

Duties of the Third Cook:

7:00 a.m. to 1:00 p.m. - 4:00 p.m. to 6:00 p.m.

The Third Cook shall work under the direction of the Chief Cook and other Cooks. He shall prepare and cook all vegetables, keep a sufficient amount of onions, carrots, etc. available for use, sort and cull perishable vegetables and fruits, with the Galleyman, as required. Keep refrigerated space neat and orderly, and clear out paper wrappings, crates, etc. Draw necessary linen for galley in exchange for soiled linen, assist in the general cleaning of galley and equipment, return unused and leftover food to the refrigerator when necessary. When no Galley Utility is carried, he shall perform the work of the Galley Utility, and his working hours shall be 6:30 a.m. to 9:00 a.m., 10:00 a.m. to 1:00 p.m., 4:00 p.m. to 6:30 p.m.

Duties of the Galley Utility:

6:30 a.m. to 10:00 a.m. - 11:00 a.m. to 1:00 p.m. - 4:00 p.m. to 6:30 p.m.

The Galley Utility shall work under the direction of all Cooks. He shall clean the galley and all utensils, peel potatoes and vegetables, cull perishable vegetables and fruits with the Third Cook or Second Cook, and keep refrigerated spaces neat and orderly, cleaning out paper wrappings, crates, so forth; empty and scrub garbage pails. After each meal, scrub galley deck. He shall assist Chief Cook in drawing daily meats from meat box, when required. Each morning after breakfast, draw stores as directed, including linen. Clean between deck, passageways, outside refrigerator boxes and stairway leading to the main deck. Light fires when prescribed.

Duties of the Passenger Utility:

6:30 a.m. to 9:30 a.m. - 10:30 a.m. to 1:00 p.m. - 4:00 p.m. to 6:30 p.m.

When passengers are aboard, the Passenger Utility shall make and clean the passenger rooms each morning. He shall be responsible mostly for the caring of and services to passengers, as the Chief Steward may direct, clean passenger lounges and smoking room. He may be required to assist Steward in receiving and disembarking passengers. When six (6) or less passengers are carried, he is to serve them breakfast. He is to serve lunch and dinner at all times and when over six (6) passengers are carried, he will work in conjunction with the Saloon and Pantry Messmen, as the Steward may direct.

Duties of the Saloon Messman:

6:30 a.m. to 9:30 a.m. - 10:30 a.m. to 1:00 p.m. - 4:00 p.m. to 6:30 p.m.

The Saloon Messman shall be responsible for the serving of the three (3) meals daily to the Captain and Officers. He shall also assist in serving all meals to passengers. However, the Saloon Messman and Saloon Utility are solely responsible for preparing and serving breakfast when more than six (6) passengers are carried. He shall be responsible for the cleanliness of the saloon, condiments, etc., polish silver and clean port boxes and glasses, mop the saloon each morning after breakfast and sweep after each meal, and clean fans in saloon. Draw all linen to be used in the saloon and be responsible for the setting of all tables for service. Spot sougee when necessary.

Duties of the Saloon Pantryman:

6:30 a.m. to 9:30 a.m. - 10:30 a.m. to 1:00 p.m. - 4:00 p.m. to 6:30 p.m.

The Saloon Pantryman shall be responsible for the pantry and the refrigerator and fruits and all needed stores for the officers and passenger service. He is responsible for the preparation of salads (except cooked salads) under the direction of the Steward. Keep pantry and utensils, bootlegs, steamtables, crockery and pans used by him, cleaned after each meal. Dish out food at service. Make coffee at each meal and morning (coffee time) before retiring. Empty and scrub garbage pail after each meal, work jointly with

Saloon Messman and Passenger's Utility in preparation and serving at all times: He may be required to assist in serving breakfast with Saloon Messman when more than six (6) passengers are carried. Spot sougee when necessary.

Duties of the Crew Messman:

6:30 a.m. to 9:30 a.m. - 10:30 a.m. to 1:00 p.m. - 4:00 p.m. to 6:30 p.m.

The Crew Messman is in charge of the crew messroom. He is responsible for silverware and glasses, condiments and serving three (3) meals a day. Provide milk, box cereals, butter, bread, cold drinks and needed supplies; scrub the deck each morning before retiring. Clean messroom refrigerator, tables and chairs and spot sougee when needed. Assist the Pantryman with salads. Place night lunches in proper places. Leave out a few cups and spoons after each meal. He shall check that there are necessary stores left out for night, such as coffee, sugar, milk, etc. Also clean fans in messroom.

Duties of the Crew Pantryman:

6:30 a.m. to 9:30 a.m. - 10:30 a.m. to 1:00 p.m. - 4:00 p.m. to 6:30 p.m.

The Crew Pantryman shall be responsible for the cleanliness of the crew pantry crockery, coffee urn, percolators, all pots and pans used by him, and refrigerators; scrub deck each day and sweep after each meal. Make coffee for each meal and coffee for the crew for morning (coffee time) before retiring. He is responsible for the preparation of salads (except cooked salads) under the direction of the Steward. He shall assist Messman in serving when required during rush period. Draw needed supplies for the crew messroom and assist Crew Messman in making cold drink. Spot sougee when necessary.

Duties of the Steward Utility:

7:00 a.m. to 1:00 p.m. - 4:00 p.m. to 6:00 p.m.

Routine duties of the Steward Utility shall, other than making and cleaning officers' quarters, include work in storerooms, linen lockers, ship's office, officers' passageways and stairways, clean Steward Department showers and toilet, count and bag linen, issuance of linen and soaps when necessary; do the general cleaning as the Steward may designate. Clean the recreation room alternately with the Wiper and Ordinary Seaman. The laundry is cleaned by each Department alternately.

NOTE:—Members of the Steward Department who are required to obtain stores from refrigerated spaces shall assist in keeping refrigerated spaces clean by removing paper, wrappings, crates, etc.

On certain types of vessels, the Messman and Utilityman may be required to clean certain ladders and passageways as part of their routine duties.

STEWARD DEPARTMENT GUIDE

In order to improve the preparation and serving of food and eliminate waste on all SIU-contracted vessels, the procedures contained in the "Three Man Steward Department Guide" shall be used for guidance.

ARTICLE IX

SHIPPING RULES

JULY 1, 2006

Preamble

Every seaman seeking employment through the hiring halls of the Seafarers International Union of North America, Atlantic, Gulf, Lakes and Inland Waters District/NMU (hereinafter called the "Union") shall be shipped pursuant to the following Shipping Rules. Nothing contained in these Shipping Rules is in any way intended to create any indemnity obligation on the part of either the Union or the Seafarers Health and Benefits Plan.

Due to new construction, vessel acquisitions, technological change and/or government regulations, these Rules may be suspended or modified for a period of six months to insure that the Unlicensed Personnel possess the experience and necessary skills to provide a high degree of safety and productivity during the course of their employment. This six month period shall be designated as Organizational Status.

It is agreed that for purposes of construction of these Shipping Rules, wherever the masculine gender is used, it shall include the feminine gender.

1. Seniority

A. Subject to the conditions and restrictions on employment contained in agreements between the Union and contracted Employers and to the Rules set forth herein, seamen shall be shipped out on jobs referred through the Union's hiring halls according to their class of seniority rating.

B. The following shall be the classes of seniority rating:

(1.) Class "A" seniority rating, the highest rating shall be possessed by:

(a) All unlicensed seamen who possessed such rating on July 1, 2006, pursuant to the Shipping Rules then in effect;

(b) All unlicensed seamen who possess Class "B" seniority rating pursuant to these Rules and who have shipped regularly as defined herein for eight (8) consecutive years, provided such seamen have maintained their Class "B" seniority rating without break, and provided further that they either have completed satisfactorily the advanced course of training then offered by the Seafarers Harry Lundeberg School of Seamanship for the Department in which such seamen regularly ship or possess a rating other than Entry Department ratings specified in Rule 3.A.; and

(c) All unlicensed seamen who have been upgraded to Class "A" seniority rating by the Seafarers Appeals Board pursuant to the authority set forth herein.

(d) Any seaman who possessed Class "A" seniority prior to July 1, 2006, and who because of the Rules in effect at that time lost their seniority for failure to ship regularly, may obtain Class "A" seniority provided they ship regularly as defined herein in each of two (2) consecutive calendar years and submit such evidence of shipping regularly to the Seafarers Appeals Board.

(2.) Class "B" seniority rating, the second highest seniority rating, shall be possessed by:

(a) All unlicensed seamen who possessed such rating on July 1, 2006, including the supervisory personnel employed in the hotel section of the passenger vessels, pursuant to the Shipping Rules then in effect;

(b) All unlicensed seamen who possess Class "C" seniority rating, including supervisory personnel employed in the hotel section of the passenger vessels, pursuant to these Rules and who have shipped regularly as defined herein for two (2) consecutive years;

(c) Seamen who satisfactorily completed the entry rating trainee program at the Seafarers Harry Lundeberg School of Seamanship between January 1, 1981 and June 16, 1996, and who lost their Class "B" status by failing to meet the eligibility requirements contained in these Rules due to absence of employment opportunities in the industry, shall be reinstated with Class "B" seniority upon attaining three hundred sixty-five (365) days of employment within twenty-four (24) consecutive months from the original date of hire aboard vessels owned or chartered by the U.S. Military and operated by contracted civilian employers pursuant to being successful bidders in accordance with Requests for Proposals (RFP's), and limited solely to the extent that such vessels are so designated for such purposes solely by the SAB by action in writing from time to time and to those passenger vessels applicable solely to the hotel section of the Steward Department and again so designated for such purposes solely by SAB action in writing from time to time.

(d) All unlicensed seamen who satisfactorily complete the entry rating training program conducted at the Seafarers Harry Lundeberg School of Seamanship.

(e) Seaman possessing class "CV" seniority upon attaining one hundred and eighty (180) days of employment aboard contracted vessels within twenty-four (24) months.

(f) Seaman possessing class "CMSC" seniority upon attaining one hundred and eighty (180) days of employment aboard contracted vessels within twenty-four (24) months.

(3.) Class "C" seniority rating, the lowest seniority rating, shall be possessed by:

(a) All unlicensed seamen who do not possess either Class "A" or Class "B" seniority ratings;

(b) All seamen who retired from the industry who subsequently decide to return to the industry shall possess Class "C" seniority notwithstanding the level of seniority possessed by such seamen prior to retirement. This provision shall be automatically applied unless waived by the Seafarers Appeals Board when industry conditions so dictate;

(c) Any seaman who possessed Class "B" seniority but failed to ship regularly within the meaning of these Rules.

C. A seaman shall be deemed to have shipped regularly within the meaning of these Rules if he has been employed as an unlicensed seaman no less than ninety (90) days during each calendar year aboard one or more American-flag merchant vessels covered by a Collective Bargaining Agreement between the Union and the owner or operator of such vessels.

D. Employment by, or at the request of, or election to any office or job in the Union shall be the equivalent of covered employment described in the preceding paragraph; and seniority credit under these Rules shall accrue during the period that such employment, office or job is retained.

E. Seniority credit shall be accrued on the basis of total covered employment, without regard to whether such employment was served in the Deck, Engine or Steward Department.

If during the period of employment aboard a contracted vessel, a seaman acquires sufficient seetime to qualify for a higher seniority classification, such as Class "C" to Class "B" or Class "B" to Class "A," he shall be entitled to the applicable employment provisions specified in Rule 2.G.

F. The ninety (90) day period of employment required of a seaman during any year constitutes shipping regularly within the meaning of these Rules, and it shall be reduced proportionately in accord with the amount of time spent by such seaman during that year as a bonafide in- or out-patient in the continuing care of an accredited hospital or doctor. (For example, four (4) months in- or out-patient time

during a given calendar year reduces the ninety (90) days employment requirement for that year by one-third to sixty (60) days).

G. In the event a seaman possessing less than Class "A" seniority rating fails to ship regularly within the meaning of these Rules during a particular calendar year, he shall lose all accumulated employment credit for that and all preceding years in his then current seniority rating.

H. In the event a seaman's covered employment has been interrupted by circumstances beyond his control, resulting in his failure to ship regularly within the meaning of these Rules, the Seafarers Appeals Board may, upon application of the affected seaman, grant such total or partial seniority credit for the time lost as the Board may deem necessary in its sole discretion to avoid undue hardship.

I. In the event a seaman's covered employment is interrupted by service in the Armed Forces of the United States, resulting in his failure to ship regularly within the meaning of these Rules, such seaman shall suffer no loss of seniority credit accrued prior to his entry in military service if he registers to ship pursuant to these Rules within one hundred twenty (120) days following his separation from military service.

2. Shipping Procedure

A. Subject to the specific provisions of these Rules, unemployed seamen shall be shipped only if registered as provided herein and in the order of the priorities established in Rule 2.C.(3.) hereof.

B. The following Rules shall govern the registration of unemployed seamen for shipping through Union hiring halls:

(1.) (a) Unemployed seamen shall register only at the port through which they desire to ship. No seaman shall be registered at more than one port at the same time, nor if they are employed aboard any vessel.

(b) No seaman shall be registered for employment who cannot reasonably read, speak, and understand English; such proficiency shall be determined and established by the passing of a required English language exam which shall be administered at the SIU hiring halls.

If required by the Company, seaman shall demonstrate verbal English proficiency by passing a screening test mutually agreed upon by the American Maritime Association and the Seafarers International Union of North America, AGLIWD/NMU, AFL-CIO, the cost of which shall be borne by the Company.

(2.) (a) All seamen possessing U.S. Coast Guard endorsements, verifying certified deck or engine ratings, shall be registered in Group I or Group II of their respective Departments. In the Steward Department, seamen shall be registered in Group I-S, I or II upon presentation of their seniority identification card and providing proof of qualification for such registration. All other seamen who possess Class "A" or Class "B" seniority ratings shall be registered as "Entry Ratings-Steward" or "Entry Ratings-Other" as defined in Rule 3.A., Departments and Groups, and may bid for jobs in the classification in which they are registered. All other seamen who possess Class "C" seniority ratings shall be registered as "Entry Ratings," as defined in Rule 3.A., Departments and Groups, and may register for only one Department, to wit, Deck (Ordinaries on Watch, OS Deck Maintenance); Engine (Wiper, General Utility Deck/Engine); and Steward (Utility Messmen, Waiters, Messmen, General Steward's Utility). Upon attaining endorsements from the U. S. Coast Guard of certified ratings, in the Group I or II category, in either Deck or Engine Department as defined in Rule 3., Departments and Groups, or having sailed in the Steward Department for a minimum of six (6) months, application may be made to the Seafarers Appeals Board for consideration of permanent registration in the Deck, Engine or Steward Departments.

(b) The Seafarers Appeals Board at its sole discretion may, upon review of the current Manpower needs, require that Q.M.E.D.'s only be registered in their current classification for a period of one (1) calendar year from the date they received said classification, at which time they must make

application for and satisfactorily complete the course designated by the Seafarers Harry Lundeberg School of Seamanship to attain the next highest classification.

(3.) Shipping registration cards shall be non-transferable and shall be issued at Union hiring halls only upon application in person by seamen desiring same, except as provided in Rule 5.A.(2).(a) and (b). However, resident seamen at the Seafarers International Union Alcoholic Rehabilitation Center, Piney Point, Maryland, who are not registered at a port prior to arrival at the Center may be registered at the port of their choice upon arrival at the Center. Shipping registration cards shall be time and date stamped when issued and shall show the registrant's class of seniority rating, Department and Group.

(4.) (a). Shipping registration cards shall be issued during the regular business hours of the Union's hiring halls. Every seaman desiring to register must possess and submit all documents required by the United States Coast Guard including a valid STCW endorsement and by applicable law for employment as a merchant seaman aboard U.S.-flag vessels, and, in addition, a valid, current passport or evidence that a United States passport has been applied for within two (2) weeks of the date of registration and a Training Record Book (TRB). At the time of registration each seaman is responsible for producing sufficient evidence to establish his class of seniority rating. For this purpose an appropriate seniority identification card issued by the Union shall be deemed sufficient, although other official evidence of employment, such as legible U. S. Coast Guard discharges, may also be submitted.

(b). Seamen seeking employment aboard LNG vessels, in addition to the documents heretofore specified, must also possess a certificate of satisfactory completion of the LNG program offered by the Seafarers Harry Lundeberg School of Seamanship for the department in which such seamen regularly ship.

(c). Seamen permanently employed aboard LNG vessels also must possess a certificate of completion from the LNG recertification course offered at the Seafarers Harry Lundeberg School of Seamanship. Such certificate must be obtained from the school within two (2) years of the effective date of the new agreement, or within two (2) years of a new employee receiving a permanent assignment in the LNG rotation. Failure, except for good cause, to obtain the certificate will result in forfeiture of the seaman's permanent assignment in the rotation.

(5.) (a) In ports where the Seafarers Health and Benefits Plan maintains a clinic, no seaman possessing a clinic card that has expired shall be permitted to register for employment. However, no seaman shall be shipped unless he submits a valid Seafarers Health and Benefits Plan clinic card when competing for employment at any job call.

(b) When an employee submits to a physical examination in order to obtain a clinic card, the employee shall disclose on the examination form and to the examining physician any: (1) known physical or psychological condition that bears upon his physical or mental fitness for employment as a mariner, and (2) all lost time injuries and illnesses, whether employment related or not within the preceding four years. Misleading or false statements on the examination form or the employer's pre-sign on form or a failure to disclose prior injuries or illnesses shall be considered willful misconduct and just cause for discharge and may result in loss of seniority.

(c) (1.) If any employee in possession of a clinic card shall become unfit-for-duty for seven days or more during the indicated valid period of the card, such card may be invalidated by the office of the Medical Director of the Seafarers Health and Benefits Plan and subject to surrender upon demand by an authorized representative of either the Seafarers International Union, AGLIWD/NMU or the Seafarers Health and Benefits Plan.

(2.) Seaman leaving a vessel unfit for duty must provide a fit for duty status letter from the clinic before registering or reclaiming a registration card.

(d) No seaman shall be shipped to a contracted vessel without having passed the required pre-hire drug test pursuant to U.S. Coast Guard regulation, except those seamen who are granted an exemption in accordance with the regulations in effect at that time.

(e) No seaman shall be shipped to a contracted tanker, tank vessel or barge, as specified in the U.S. Coast Guard regulations, without first providing a Seafarers Health and Benefits Plan Benzene Clearance on their clinic card and a current Seafarers Health and Benefits Plan Benzene Certificate.

(6.) To remain valid, seniority registration cards must be stamped once each month in the port of issuance. The dates and times for such stamping shall be determined by the Port Agent for each port, and each registrant shall be notified of the dates and times for stamping when he receives his shipping registration card. A seaman who fails to have his shipping registration card so stamped during any month shall forfeit the same and shall be required to re-register. In the event circumstances beyond his control prevent a seaman from having his shipping registration card so stamped, the Port Agent may stamp such card as if the seaman had been present on the required time and date upon submission by the seaman of adequate evidence of the circumstances preventing his personal appearance.

(7.) Subject to the provisions of these Rules, shipping registration cards shall be valid only for a period of ninety (90) days from the date of issuance. If the ninetieth (90) day falls on a Sunday, a national or state holiday or on a day which the Union hiring hall in the port of registration is closed for any reason, shipping registration cards which would otherwise expire on such day shall be deemed valid until the next succeeding business day on which the said hiring hall is open. Shipping registration cards' periods of validity shall also be extended by the number of days during which shipping in the port of registration has been materially reduced by strikes affecting the maritime industry generally or by other similar circumstances.

The ratings specified in Rule 5.A.(14.)(a) who have requested reliefs on vessels which because of operational necessity exceed the ninety (90) day registration period, preventing the rating from rejoining his vessel at the expiration of the relief time requested, shall be nevertheless considered in compliance with the period of registration.

C. The following Rules shall govern shipping of registered seamen through Union hiring halls:

(1.) Seamen shall be shipped only through the hiring hall at the port where they have registered for shipping. No seaman shall be shipped on a job outside of the Department or Group in which he is registered except under emergency circumstances to prevent a vessel from sailing shorthanded, or as otherwise provided in these Rules.

(2.) (a) Jobs referred to the Union hiring hall shall be announced and offered to registered seamen at the times and according to the procedures set forth in Rule 4 hereof. At the time each job is so offered, registered seamen desiring such job shall submit their shipping registration cards, U.S. Coast Guard Merchant Mariner's documents, valid Seafarers Health and Benefit Plan clinic card, Training Record Book and any other documents required by law, regulations or the Shipping Rules herein, to the hiring hall dispatcher. Registration cards of seamen at the Seafarers International Union Alcoholic Rehabilitation Center, who have been registered in accordance with Rule 2.B.(3.), as amended, and are certified as ready for employment, shall be considered along with the registration cards of seamen who are present in the hiring hall at the time the job is called. The job so offered shall be awarded to the seamen in the appropriate Department and Group possessing the highest priority, as determined pursuant to Rule 2.C.(3.) hereof.

(b) Seamen competing for jobs requiring a valid passport must submit their passport at the job call for verification.

(3.) Within each Department, seamen of higher seniority rating shall have priority for jobs over seamen of lower seniority rating, even if such higher seniority seamen are registered in a different Group from that in which the offered job is classified. As between seamen of equal seniority ratings within the same Department, priority shall be given to the seaman registered for the Group in which the offered job is classified. In the event seamen of equal priority under this paragraph bid for the same job, the job shall be awarded to the seaman possessing the earliest dated shipping registration card.

For the purpose of this section, the departments shall only be: Deck, Engine and Steward.

Nothing contained in these Rules shall proscribe or prohibit as part of the Seafarers Harry Lundeberg School of Seamanship program the employment of the program's trainees aboard the designated vessels in the manner provided by the program, and such employment shall not be or constitute in any respect a violation or abridgment of the provisions of these Shipping Rules.

(4.) Notwithstanding any other provisions of these Rules, no job shall be awarded to a seaman who is under the influence of alcohol or drugs at the time such job is offered; nor shall any seaman be awarded any job unless he is qualified therefore in accord with law or unless he submits, if necessary, appropriate documents establishing such qualifications.

(5.) The seaman awarded a job under Rule 2.C.(2.) hereof shall immediately surrender his shipping registration card and shall receive two (2) job assignment cards containing his name and the details of the job. When reporting aboard his vessel, the seaman shall present one (1) job assignment card to the head of his department and the other to the Union department delegate.

D. A seaman who quits or is fired from a job during the same day in which he reports for such job shall lose his original shipping registration card if he received compensation for the day's employment. A seaman who quits or is fired from a job during the same day in which he reports for such job and does not receive compensation shall also lose his original shipping registration card unless he notifies the hiring hall dispatcher in sufficient time to fill the job and prevent the ship from sailing short handed.

E. A seaman who receives job assignments pursuant to Rule 2.C.(5.) hereof and subsequently rejects or quits the same on two (2) occasions within the period of his shipping registration card's validity shall forfeit his shipping registration card and shall secure a new shipping registration card.

F. All seamen registered for shipping, other than those possessing Class "A" seniority rating, who are unavailable to accept or fail or refuse to accept three (3) jobs for which they are qualified during any one (1) period of registration, may forthwith be refused the right to register for employment under these Rules for a period of twelve (12) months. Upon application as provided in these Rules, the Seafarers Appeals Board may shorten or revoke such refusal of registration for good cause shown.

G. (1.) (a) Except where specifically provided for in these Rules or Seafarers Appeals Board action, seamen with Class "A" seniority rating, shipped pursuant to these Rules, excluding permanent ratings or Seamen employed on a trip tour basis, may retain such jobs for one (1) round trip or two hundred forty (240) days, whichever is longer. At the termination of such round trip or on the first opportunity following the two hundred fortieth (240th) day on the job, such seamen shall sign off their vessels, and the vacant job shall be referred to the Union hiring hall. Such retention may be extended sixty (60) days when mutually agreeable between the Union and the Company.

(b) Such Class "A" seamen after having attained no less than two hundred forty (240) days of employment or one (1) round trip, whichever is longer excluding time off, shall be paid transportation, if applicable, subject to the provisions of Rule 2.I.

(2.) During the period of employment, qualified unlicensed personnel, excluding those employed on a trip tour basis, after having attained no less than one hundred twenty (120) days of employment, may request a relief of no less than forty-five (45) days. This time off shall not exceed sixty (60) days. Transportation expenses, if any, will be borne by the seaman requesting the relief and transportation expenses for the relieving seaman shall be borne by the Company. Such Class "A" seamen shall be entitled to complete the balance of either two hundred forty (240) days employment or the designated trip tour excluding time off.

(3.) In the event the Union is unable to fill a request for a qualified certified rating, the Employer may agree to accept a seaman who does not possess the appropriate certified rating, if permissible by U.S. Coast Guard regulations on a temporary basis, regardless of his seniority classification for one (1) round trip or sixty (60) days, whichever is longer. The appropriate notification shall be specified on the seaman's dispatch card.

Such reliefs can only be requested by seamen aboard vessels located in Continental U.S. ports, Puerto Rico and Hawaii.

(4.) (a) If a vessel lays up during the period that a relief is provided, the seaman providing the relief shall have the option of completing the relief period when the vessel is reactivated. If the remaining relief time is not accepted by a relief, the seaman who was being relieved must rejoin the vessel.

(b) If a vessel is reactivated within thirty (30) days from the date of lay-up, any seaman having the right to rejoin the vessel as prescribed in Rule 5.A.(2.) shall be allowed to complete the remaining portion of his specified period of employment according to his seniority classification.

(5.) Trip reliefs shall be provided only when a replacement is available. Seamen who leave a vessel without proper relief waive their right to rejoin the vessel pursuant to the trip off provisions.

(6.) Every effort will be made by the seamen rejoining the vessel to do so at the same port where the relief was provided.

(7.) Seamen being relieved shall register at a port in the Continental United States, Puerto Rico, Hawaii or Guam within seventy-two (72) hours after being relieved, excluding Saturdays, Sundays and Holidays.

(8.) Seamen who register after being relieved cannot compete for other jobs referred to the hiring hall. If they compete for other jobs, they waive any right to rejoin the vessel on which they were relieved unless doing so at the behest of the Union. Failure to return to the vessel from which they were relieved will result in the forfeiture of said registration card except in those cases beyond the seamen's control such as sale, lay-up or scrap of the vessel.

(9.) Seamen shipped for relief trips shall be designated as "Temporary Relief" by the Dispatcher.

(10.) Seamen requesting reliefs must advise the Ship's Master, Ship's Chairman, and departmental delegates of such intent seventy-two (72) hours prior to the vessel's arrival in port. On vessels scheduled to arrive on a weekend, such notice must be provided no later than Thursday noon preceding the vessel's arrival.

(11.) (a) The Union and the contracted Employers shall coordinate the dispatching of trip reliefs to avoid duplication of pay. If not possible, the following procedure shall be implemented.

(b) In American domestic ports, a seaman's pay shall start as of the day in which he reports for work aboard the vessel, unless the seaman he is replacing is being paid for the same day. In such event both shall be paid for the day but contributions for fringes shall be paid to only the departing man.

(c) Seamen accepting trip reliefs shall assume the watch and quarters of the seaman being relieved. At the conclusion of the relief trip, the seaman who was relieved shall return to his original watch and quarters.

(12.) (a) It is the responsibility of the seaman having the right to relief to return to the vessel at the completion of the relief by claiming his position from the hiring hall shipping board no later than seventy-two (72) hours prior to the vessel's arrival. On vessels arriving on a weekend, the re-ship assignment card must be picked up or delivery of it arranged no later than Friday. If Friday is a recognized holiday in port, the re-ship assignment card must be obtained on the preceding Thursday.

Seamen failing to comply with the re-registration and re-ship procedures shall forfeit their re-ship assignment and shall re-register pursuant to the provisions in Rule 2, Shipping Procedure.

(b) Unlicensed seamen having permanent status aboard military contracted vessels must confirm, not less than fifteen (15) days prior to their scheduled return to their assigned vessel, that they will return to the vessel as required by the Company. Seamen failing to confirm their re-ship assignment as specified herein shall forfeit their job aboard said vessel.

(c.) Seamen who hold permanent status aboard commercial vessels having the right to relief must confirm their intent to re-claim their position by notifying the hiring hall dispatcher at least seventy-two (72) hours prior to the vessels arrival. This may be done by phone. After validating a permanent seaman's credentials in accordance with Rule 2 C. (2.) the hiring hall shall ship the seaman and advise the company to arrange transportation from either the seaman's domestic home of record (excluding Guam) or the hiring hall from which he is registered (seaman's choice).

(13.) If a seaman fails to comply with the provisions of Rule 2.G.(12.) above, the job involved shall be shipped in accordance with the provisions of Rule 2, Shipping Procedure.

(14.) All Port Agents shall maintain a detailed record of all vessels and personnel involved in the aforementioned procedures.

(15.) Seamen accepting relief trips will not lose their registration cards if the ninety (90) day period of registration has not expired at the completion of the relief trip.

Shipping registration cards' period of validity for seaman accepting the balance of a relief (if less than thirty (30) days) shall be extended by the number of days employed.

(16.) Shipping of reliefs shall be in accordance with the provisions of Rule 6.A.

(17.) (a) Except as specifically provided for herein or by SAB action, seamen with Class "B" seniority ratings, shipped pursuant to these Rules, may retain such jobs for one (1) round trip or one hundred eighty (180) days, whichever is longer. At the termination of such round trip or on the first opportunity following the one hundred eightieth (180th) day on the job, such seamen shall sign off their vessels and the vacant job shall be referred to the Union hiring hall. Such retention may be extended sixty (60) days when mutually agreed to between the Union and the Company.

(b) Ordinary Seamen employed aboard cable ships, who have satisfactorily completed the Seafarers Harry Lundeberg School of Seamanship entry training program, shall be permitted to remain aboard a cable ship for a total of two hundred forty (240) days with a sixty (60) day relief period after four (4) months of continuous employment in order to obtain the necessary seetime required by the U.S. Coast Guard to obtain Able Seaman certification.

(18.) Time off and reliefs for seamen employed aboard vessels awarded to the Employers, shall be in accordance with the contractual agreement in effect between the Military and the Employer.

H. Seamen with Class "C" seniority rating shipped pursuant to these Rules may retain such jobs for one (1) round trip or sixty (60) days; whichever is longer. At the termination of such round trip or on the first opportunity following the sixtieth (60) day on the job, such seamen shall sign off their vessels, and the vacant job shall be referred to the Union hiring hall.

I. The provisions of Rule 2.G.(1.), 2.G.(18.), 2.G.(19.), and 2.H, shall not apply if they would cause a vessel to sail shorthanded. For purposes of these sections, the phrase "round trip" shall have its usual and customary meaning to seamen, whether such "round trip" be coastwise, intercoastal or foreign. A foreign voyage is concluded upon termination of the Ship's Articles. On coastwise voyages, if a vessel is scheduled to return to the original port of engagement, the seamen shall not be required to leave such vessel until the vessel reaches the said port. On intercoastal and foreign voyages, if a vessel pays off at a port in the Continental United States, other than in the original port of engagement, and if such vessel is scheduled to depart from port of payoff within ten (10) days after arrival to return to the original port of engagement, seamen shall not be required to leave the vessel until it arrives in the original port of engagement. If the vessel is not scheduled to depart for the original port of engagement within ten (10) days after arrival to return to the original port of engagement, Class "A" men, except as otherwise provided herein, who have reached their two hundred fortieth (240th) day and Class "B" men who have reached their one hundred eightieth (180th) day shall receive contractual transportation.

Class "A" crew members who attain their respective two hundred forty (240) days of employment and Class "B" crew members who attain one hundred eighty (180) days of employment during the course of

a routine USA-foreign voyage, shall remain aboard the vessel until the conclusion of the voyage at a Continental United States port.

Crew members aboard vessels on "shuttle voyages", not scheduled to return to a Continental United States port, shall have the option of requesting a replacement if they have attained six (6) months employment aboard the vessel and the vessel is at a port where transportation is available and there are no government restrictions prohibiting the boarding or discharging of crew personnel. If the vessel is scheduled to depart for the Continental United States within ten (10) days after arrival at the next port of call, this provision will not apply.

Upon completion of the employment periods prescribed herein, the seamen may register and ship in accordance with their appropriate seniority.

J. Except as specifically provided for in a Collective Bargaining Agreement, or in the Shipping Rules herein, no seaman shipped under these Rules shall accept a promotion or transfer aboard ship unless there is no time or opportunity to dispatch a seaman to fill such vacant job from a Union hiring hall.

3. Departments and Groups

A. Jobs aboard vessels covered by these Rules are classified according to the following schedule of Departments and Groups.

DECK DEPARTMENT

GROUP I-DAY WORKERS

| | |
|------------------|-------------------|
| Boatswain | AB/Splicer Joiner |
| Boatswain's Mate | Deck Maintenance |
| Carpenter | Watchmen-Day Work |
| Carpenter Joiner | |

GROUP II-RATING WATCHSTANDERS

| | |
|---------------------|---------------------------|
| Quartermaster | Fire Patrolman |
| Able Seaman (Green) | Car Deckman |
| Able Seaman (Blue) | Watchman-Standing Watches |
| Cable AB | Wheelsman |

ENGINE DEPARTMENT

GROUP I

| | |
|--|--------------------|
| Chief Electrician | QMED Class 1-2-3-4 |
| 1 st , 2 nd , 3 rd Ref. Engr. | QMED Conveyorman |
| 2 nd Electrician | QMED/DEMAC |
| Unlicensed Jr. Engr. (J.E.) - Day Work | QMED/Gateman |
| Unlicensed Jr. Engr. (J.E.) - Watch | QMED/Electrician |
| J.E. Electrician | QMED J. E. Pumpman |
| Plumber-Machinist | QMED Pumpman |
| Electrician/Ref. Maintenance | QMED/J.E. Pumpman |
| Crane Maintenance Electrician | Chief Pumpman |